

**Gray & Associates, L.L.P.**  
ATTORNEYS AT LAW  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-8404  
FAX (414) 224-1279

May 13, 2019

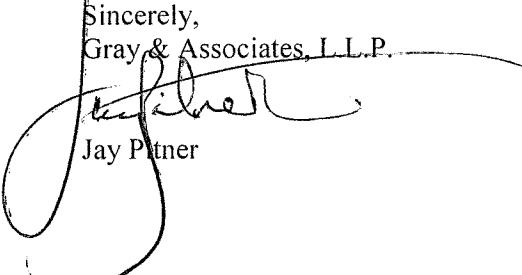
The Honorable Beth Ermatinger Hanan  
U.S. Bankruptcy Judge  
517 E. Wisconsin Avenue, Room 126  
Milwaukee, WI 53202-4500

RE: Marica S. Tipton  
Chapter: 13  
Case No. 16-32374-beh

Dear Judge Hanan:

On October 29, 2018, the court entered an order granting relief from the automatic stay if the debtor(s) failed to make any specified monthly mortgage payments to our client. The debtor(s) failed to comply with the terms of the order. Enclosed is an affidavit of default, a copy of the order in default and a proposed order for relief.

Sincerely,  
Gray & Associates, L.L.P.

  
Jay Pitner

JP/as  
Enclosures  
cc: Scott Lieske  
Kirk M. Fedewa  
U.S. Trustee  
Marica S. Tipton

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF WISCONSIN

INRE  
Marica S. Tipton aka Marica S. Willson  
Debtor.

Chapter: 13  
Case No. 16-32374-beh

**AFFIDAVIT OF DEFAULT IN PAYMENTS TO  
WELLS FARGO BANK, N.A.**

STATE OF South Carolina )  
 )ss  
York \_\_\_\_\_ COUNTY)

The affiant, being first duly sworn on oath, deposes and states as follows:

1. That the affiant is an employee of Wells Fargo Bank, N.A., the servicer of the mortgage loan involved herein and has been so employed at all times material hereto and makes this affidavit based upon the affiant's personal knowledge and the regularly-maintained business records of the servicer.
2. In the regular performance of the affiant's job functions, the affiant is familiar with business records maintained by Wells Fargo Bank, N.A. for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records and are kept in the course of business activity conducted regularly by Wells Fargo Bank, N.A. It is the regular practice of Wells Fargo Bank, N.A.'s mortgage servicing business to make these records. In connection with making this affidavit, the affiant has acquired personal knowledge of the matters stated herein by personally examining these business records.
3. That on October 29, 2018, the court signed an order pertaining to the movant's motion for relief from the automatic stay directing that monthly mortgage payments be made to the movant on or before the 16<sup>th</sup> day of the month in which said payment is due.

4. As of May 6, 2019, the debtor(s) failed to comply with the court's order by failing to make the payments beginning with the payment due on March 16, 2019.

Dated this 8<sup>th</sup> day of May, 2019.



Carrie Moss Whitworth  
Vice President Loan Documentation  
Wells Fargo Bank NA

State of South Carolina )  
County of York )

Sworn/affirmed to and subscribed before me on this 8<sup>th</sup> day of May, 2019. Personally known [ ] or produced identification [x].  
Type of identification produced driver's license.

  
(Signature of Notary Public)  
My commission expires 1-9-2029  
Notary seal

Melissa D Dietrich  
Notary Public, State of South Carolina  
My Commission Expires January 9, 2029



THE FOLLOWING ORDER  
IS APPROVED AND ENTERED  
AS THE ORDER OF THIS COURT:

DATED: October 29, 2018

Beth E. Hanan  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF WISCONSIN

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IN RE  
Marica S. Tipton aka Marica S. Willson  
Debtor.

Chapter: 13  
Case No. 16-32374-beh

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**ORDER DENYING WELLS FARGO BANK, N.A. RENEWED MOTION FOR RELIEF FROM  
THE AUTOMATIC STAY AND ABANDONMENT**

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Pursuant to the renewed motion of Wells Fargo Bank, N.A., its successors and/or assignees (hereinafter “the movant”) with respect to the property located at 2125 Derrin Ln, Brookfield, WI 53045-2151, this matter was heard on September 25, 2018, the movant appearing through its counsel, Gray & Associates, L.L.P., by Brian D. Perhach, and the debtor(s) appearing through Todd C. Esser & Associates, by Kirk M. Fedewa, and Sandra Baner appearing on behalf of the Chapter 13 trustee and upon the arguments and statements of counsel and all the files, records and proceedings herein,

IT IS HEREBY ORDERED that the motion is denied subject to the following terms and provisions of this order:

1. That the debtor shall pay the sum of \$8,657.07 to the movant in sufficient time to be received on or before October 31, 2018. In the event any such payment is not received in a timely manner, the movant, its servicing agent or its counsel may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

The arrearage is itemized as follows:

6/1/18 through 10/1/18	\$14,428.45
5 mortgage payments @ \$2,885.69	
Attorney Fees and Costs	0.00
Payment received 8/30/2018	2,885.69
Payment received 9/7/2018	2,885.69
Payment to be received by 10/31/2018	<u>8,657.07</u>
TOTAL ARREARAGE	<u>\$0.00</u>

2. That commencing in November 2018, and continuing through to the end of July 2019, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the 16th day of each month in which each such payment is due. In the event any such payment is not received in a timely manner, the movant, its servicing agent or its counsel may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

3. That commencing in August 2019, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the 16th day of each month in which each such payment is due. In the event any such payment is not received in a timely manner, counsel for the movant may request by letter another hearing upon the motion for relief from the automatic stay.

4. That pending further notice, the amount of the monthly mortgage payment is \$2,885.69 and payments shall be made to the movant at Wells Fargo Bank, N.A., 1 Home Campus, Attention: Payment Processing, MAC# x2302-04c Des Moines, IA 50328.

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